

**JUN 09 2003**

**NOT FOR PUBLICATION**

**UNITED STATES COURT OF APPEALS**

**FOR THE NINTH CIRCUIT**

**CATHY A. CATTERSON**  
**U.S. COURT OF APPEALS**

BOYLSTON APARTMENTS LTD  
PARTNERSHIP, a Washington limited  
partnership,

Plaintiff - Appellant,

v.

STATE FARM FIRE AND CASUALTY  
COMPANY, an Illinois corporation,

Defendant - Appellee.

No. 02-35201

D.C. No. CV-01-01047-JCC

MEMORANDUM\*

Appeal from the United States District Court  
for the Western District of Washington  
John C. Coughenour, District Judge, Presiding

Argued and Submitted June 4, 2003  
Seattle, Washington

Before: LAY,\*\* GOODWIN, and GOULD, Circuit Judges.

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\* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

\*\* The Honorable Donald P. Lay, United States Circuit Judge for the Eighth Circuit, sitting by designation.

Building owner sued State Farm to recover for water damage to its building. State Farm denied coverage, claiming that the loss was excluded under clause k of the “Losses Not Insured” section of the insurance contract, which reads: “We do not insure for loss which is caused by . . . continuous or repeated seepage or leakage of water that occurs over a period of time.”

The district court held, on cross motions for summary judgment, that the loss was excluded by the policy language, and the owner appealed. We have examined Washington cases cited by the parties, and the agreed facts, and find the district court’s order to be in conformity with state law.

**AFFIRMED.**